



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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IN REPLY PLEASE

REFER TO FILE: WM-6

January 26, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**THIENES AVENUE GATEWAY PROJECT - PHASE II
SUPERVISORIAL DISTRICT 1
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

Authorize the Chief Engineer of the Los Angeles County Flood Control District (District), or his designee, to enter into a Cooperative Agreement, substantially similar in form and content to the sample Agreement enclosed hereto as Exhibit A with North East Trees (NET), a California nonprofit organization, for the District to contribute \$9,000 to fund the construction of architectural and aesthetic elements at the Thienes Avenue Gateway Project - Phase II.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The proposed project will enhance an equestrian and bike path entry point to the San Gabriel River Regional Riding and Hiking Trail located on District right of way and adjacent to the City of South El Monte. NET was allocated \$85,000 from the First Supervisorial District Proposition A Competitive Excess funds to design and install landscape enhancements, a seating area, a drinking fountain, and bike racks. The

San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy is also providing NET with \$12,000 for the development and installation of educational and directional signage at the site.

On November 9, 2004, your Board authorized the Interim Chief Engineer of the Los Angeles County Flood Control District to enter into a Cooperative Agreement with NET to provide \$15,000 for the Thienes Avenue Gateway Project - Phase II. Before the Cooperative Agreement could be finalized, an increase in the scope of the project was proposed to include the replacement of an existing chainlink fence with an aesthetically pleasing decorative fence. The District's additional contribution of \$9,000 would fund a portion of the increased project scope.

Under the Cooperative Agreement, NET will agree to submit plans and specifications for the District's review and approval and revise construction documents to address any comments or concerns of the District. The District's total contribution of \$24,000 will supplement funds NET has already secured from other sources. NET estimates the total cost of the improvements to be \$134,000.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Organizational Effectiveness by utilizing a collaborative effort to implement the project. This action also meets the Strategic Plan Goal of Community Services by increasing recreational opportunities and environmental benefits and improving the quality of life for citizens of the County of Los Angeles.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund. The Cooperative Agreement provides for a cash contribution of \$9,000 and is included in the Fiscal Year 2005-06 Flood Control District Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Cooperative Agreement will be reviewed and approved as to form by County Counsel.

The Honorable Board of Supervisors
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ENVIRONMENTAL DOCUMENTATION

On October 19, 2004, your Board found this project to be categorically exempt from California Environmental Quality Act (CEQA) in accordance to Sections 15301(c) and (h) and 15304(b) and (h) of the State CEQA guidelines.

CONTRACTING PROCESS

No contracting of services is required of the District.

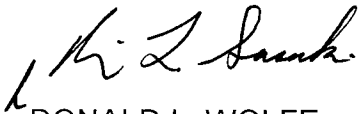
IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no adverse impact on current services.

CONCLUSION

Please return three adopted copies of this letter to Public Works.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donald L. Wolfe", is written over a horizontal line.

DONALD L. WOLFE
Director of Public Works

DB:sv

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Enc.

cc: Chief Administrative Office
County Counsel

EXHIBIT A

COOPERATIVE AGREEMENT

This COOPERATIVE AGREEMENT (hereinafter referred to as AGREEMENT), made and entered into by and between the Los Angeles County Flood Control District, a body corporate and politic (hereinafter referred to as DISTRICT), and North East Trees, a California nonprofit organization (hereinafter referred to as NET), on this ____ day of _____, 2006.

WITNESSETH

WHEREAS, NET'S mission includes connecting people to natural lands and waterways through education and conservation planning and by designing and building environmentally sustainable open space projects; and

WHEREAS, NET was allocated Eighty-Five Thousand and 00/100 Dollars (\$85,000) from the First Supervisorial District Proposition A Competitive Excess funds to execute the Thienes Avenue Gateway Project – Phase II (hereinafter referred to as PROJECT); and

WHEREAS, PROJECT consists of enhancing the entryway to the San Gabriel River at Thienes Avenue, located on Los Angeles County Flood Control District right of way and adjacent to an unincorporated community of South El Monte; and

WHEREAS, NET estimates the total cost to implement PROJECT at One Hundred Thirty-four Thousand and 00/100 Dollars (\$134,000.00); and

WHEREAS, on November 9, 2004, the Board of Supervisors of the County of Los Angeles authorized DISTRICT to contribute Fifteen Thousand and 00/100 Dollars (\$15,000.00) to finance a portion of PROJECT; and

WHEREAS, on DATE, the Board of Supervisors of the County of Los Angeles authorized DISTRICT to contribute an additional Nine Thousand and 00/100 Dollars (\$9,000.00) to finance a portion of additional improvements as part of PROJECT; and

WHEREAS, the remaining cost of PROJECT will be funded by a First Supervisorial District Proposition A Competitive Excess funds grant and a Proposition 40 grant from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy.

EXHIBIT A

NOW, THEREFORE, in consideration of the mutual benefits to be derived by NET and DISTRICT through this AGREEMENT and promises contained herein, it is hereby agreed as follows:

(1) NET AGREES:

- a. To complete the PROJECT as described in Section (3)A of this AGREEMENT.
- b. To obtain DISTRICT'S Chief Engineer or his designee's approval and secure a permit from DISTRICT prior to any alteration(s) to the PROJECT site.
- c. To submit draft design plans of the PROJECT to DISTRICT for review and comment.
- d. Following submittal of draft PROJECT design plans, and prior to submittal of the final PROJECT design plans, to provide a presentation to DISTRICT staff on the elements of the PROJECT.
- e. To incorporate DISTRICT comments on draft PROJECT design plans into the final PROJECT design plans at a level acceptable to DISTRICT.
- f. To provide DISTRICT with three (3) copies of final PROJECT design plans, including one (1) copy in electronic format, at no cost to DISTRICT.
- g. To provide to DISTRICT an invoice in the amount of Twenty-four Thousand and 00/100 Dollars (\$24,000.00), including a written description of work completed, upon the final completion and acceptance of PROJECT.
- h. To be entirely responsible for the hiring and supervision of any third-party consultant(s) employed for PROJECT and to indemnify, defend, and hold DISTRICT harmless in connection with any claims arising from any disputes relating to the AGREEMENT(S) with said consultant(s).
- i. Notwithstanding the provisions of Section 895, *et seq.*, of the California Government Code, except for DISTRICT'S acts of sole negligence or willful misconduct, to release, defend, indemnify, and hold harmless DISTRICT; the County of Los Angeles, their governing Board; County of Los Angeles Board of Supervisors, its individual members,

EXHIBIT A

their officers, agents, and employees from and against any and all claims, liability and expenses, defense costs, and legal expenses (including attorneys' and expert fees) including, but not limited to, for personal injury, bodily injury, death, and property damage arising from or in connection with or relating to NET'S acts and/or omissions arising from and/or relating to this AGREEMENT including, but not limited to, the condition, operation, maintenance, design, or construction of the PROJECT, including any mechanics' liens and/or as may arise due to the presence or release of toxins, hazardous substances, or pollutants, under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Health and Safety Code, or any State environmental laws.

- j. Without limiting NET'S indemnification of DISTRICT, NET shall, at its own expense, take out and maintain in force at all times during the term of this AGREEMENT a policy or policies of insurance coverage for comprehensive general liability, which shall include a single-limit liability amount not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. DISTRICT, its governing Board, officers, agents, contractors, and employees, shall be named as additional insured on all policies of liability insurance. All policies of insurance shall be with a company or companies authorized by law to transact insurance business in the State of California. NET shall furnish to DISTRICT, a Policy of Insurance evidencing NET'S required coverage no later than ten (10) working days after execution of this AGREEMENT.

(2) DISTRICT AGREES:

- a. To review draft PROJECT design plans submitted by NET and provide comments in a timely manner.
- b. To expedite DISTRICT permitting and waive DISTRICT fees including, but not limited to, those related to property use, grading, and construction without waiving any requirements of NET contained elsewhere in this AGREEMENT or the need for NET to meet DISTRICT'S standard permit requirements, or any requirements prescribed by law, included under the Los Angeles County Code.
- c. To contribute Twenty-four Thousand and 00/100 Dollars (\$24,000.00) to NET upon completion of PROJECT, receipt of DISTRICT'S copies under Subsection (1)e above, and receipt of invoice from NET.

EXHIBIT A

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. PROJECT will provide aesthetic enhancements at the Thienes Avenue entryway to the San Gabriel River. More specifically, the PROJECT must include, at minimum, the following items: (1) additional native landscaping, (2) installation of a seating area, (3) a drinking fountain, (4) interpretive signage, (5) bicycle racks, and (6) decorative fencing.
- b. Other than the obligation to contribute Twenty-four Thousand and 00/100 Dollars (\$24,000.00) as set forth in Section (2)b above, DISTRICT shall bear no responsibility or obligation to NET or any third-party under this AGREEMENT. NET will be entirely responsible for obtaining the funding for the remainder of the cost of PROJECT.
- c. This AGREEMENT constitutes the entire AGREEMENT between the DISTRICT and NET regarding the subject matter herein, supersedes any oral or contemporaneous agreements or communications relating thereto, and may be modified only by a mutual Agreement in writing signed by both parties.
- d. This AGREEMENT is made solely for the benefit of DISTRICT and NET and is not intended to benefit any third-party.
- e. If NET fails to complete its obligations as defined in this AGREEMENT, this AGREEMENT will be terminated and no DISTRICT funds will be expended.
- f. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

NET: Mr. Larry Smith
Executive Director
North East Trees
570 West Avenue 26, Suite 200
Los Angeles, CA 90065

DISTRICT: Mr. Donald L. Wolfe
Director
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

EXHIBIT A

IN WITNESS WHEREOF, each party hereto has caused this AGREEMENT to be executed by its duly authorized officer or official.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
a body corporate and politic

By _____
Chief Engineer

ATTEST:

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

NORTH EAST TREES

By _____
Mr. Larry Smith
Executive Director

DB:sv

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